Hanna - Barbera Productions, Inc., the owner
Yogi Bear

Daws Butler Contract
C/O Miles Brown Assoc

Either 1 contract for "Test" and 1
for rollout or combine both
into single agreement

Additions required:

1. Daws will have 1st right of
refusal in perpetuity at specified
rates if test is succesful.

2. Terms: 1yr w/ 4 1yr. options
10% increase/year
Also include min. # of 6-8 min.
segments to be produced/year
list these figures:
1st yr. 6 seg. at $7500.00 ea
2nd yr 8 seg. at 8250.00 ea
3rd yr 10 seg at 9075.00 ea
4th yr. 12 seg at 9983.00 ea
5th yr. 14 seg at 10981.00 ea

3. All referenes to "Daws voice"
should be talking voice or
speaking voice

4. ~~Specify that~~ all shows produced will have Showbiz or a responsible party representing Showbiz signatory to the AFTRA Non Broadcast/Industrial Recorded Material Code.

Don Messick
c/o Charles H. Stern Agency, Inc.
9220 Sunset Blvd. Suite 218
L.A., CA 90069

have it negotiated
but up to 6/2 for 6 mo.

For Voice of BooBoo

#2500 for the 3 test segments
in 3 stores for 10 mo.

CHARLES H. STERN AGENCY, INC. PRESENTS THE MULTI-TALENTED

DON MESSICK

The Voice(s) of:

HANNA-BARBERA'S

"Papa Smurf"
"Scooby & Scrappy Doo"
"Astro"

and a host of others

"Suds Z. Lemon" for Lemon Joy
"Snap" for Kellogg's Rice Krispies
and a variety of insects for Raid.

Also Currently Featured on:

"Foofur"
"Yogi's Treasure Hunt"
"The Paw Paws" and "The Jetsons"

Representation:

THE
CHARLES H. STERN
AGENCY, INC.

9220 Sunset Blvd., Suite #218
Los Angeles, CA 90069
(213) 273-6890

©Hanna-Barbera Productions and Sepp International

Pg. 3

3. e. ShowBiz will be Signatory to the AFTRA NON-BROADCAST/ Industrial Recorded Material Code for the Test Marketing Period ~~and~~ segments and will be Continuous Signatory prior to beginning the Regular Use Period.

Pg. 4.

(3)

9. Any and all

4/09:-

Gross +
7.15% FICA +
1% State +
.8% Fed.

SPP
Acct # 676-602-126

Van der Veer photo effects
(818) 841-2512
724 SOUTH VICTORY BOULEVARD • BURBANK, CALIFORNIA 91502-2495

IGNORE
these dates

3-31-87

DEAR JOE:

IT IS OUR UNDERSTANDING BY ALL CONCERNED PARTIES, THAT SHOWBIZ PIZZA TIME, INC. HAS A VALID WRITTEN AGREEMENT WITH TAFT MERCHANDISING, GRANTING THEM THE RIGHT TO ENGAGE THE PROFESSIONAL SERVICES OF DAWS BUTLER TO FURNISH THE TALKING VOICE OF "YOGI BEAR".

FURTHER I WISH TO PREFACE THE ENCLOSED DEAL MEMO STATING THE FEES & CONDITIONS GOVERNING THE "VOICING" SERVICES OF MY CLIENT DAWS BUTLER, BY REMINDING YOU THAT AS STATED BY ME IN OUR PHONE CONVERSATIONS, THAT ANY DEAL WE CONCLUDE MUST BE PRECEDED BY MY BEING NOTIFIED BY THE AFTRA-HOLLYWOOD OFFICE THAT A RESPONSIBLE PARTY REPRESENTING SHOWBIZ PIZZA TIME, INC. HAS SIGNED THE AFTRA NON-BROADCAST/INDUSTRIAL RECORDED MATERIAL CODE, WITH SUCH NOTIFICATION TO ME NO LATER THAN ~~TUES.~~ THUR. 4-9-87.

THEN BY NO LATER THAN ~~FRI.~~ WED. 15 4-~~10~~-87 MY OFFICE SHOULD RECEIVE A LETTER AGREEMENT FOR THE TEST MARKET TAPE SERVICES ONLY, WITH A FULLY EXECUTED COPY OF SAME IN MY OFFICE NO LATER THAN ~~WED.~~ FRI. 24 4-~~15~~-87.

ALL OF THE FOREGOING ARE NECESSARY PRIOR TO MY ACCEPTING & CONFIRMING A SESSION DATE FOR THE TEST MARKET TAPES.

A SEPARATE LETTER AGREEMENT EMBODYING THE FEES & CONDITIONS FOR BUTLER'S SERVICES FOR REGULAR USE IF THE TEST MARKET PROVES OK SHOULD BE RECEIVED BY ME NO LATER THAN 5-20-87.

Miles

MILES BOHM AUER | **Artists' Manager**

8344 MELROSE AVENUE • SUITE 29 • HOLLYWOOD, CALIFORNIA 90069 • OFFICE (213) 658-8105 OR (213) 823-2979 HOME

MARCH 31, 1987

MR. JOE CONTI
SHOWBIZ PIZZA TIME, INC.
4441 WEST AIRPORT FREEWAY
IRVING, TEXAS 75062

DEAR JOE:

INFORMATION FOR THE "TEST MARKET DEAL"

THE FOLLOWING ARE THE FEES & CONDITIONS FOR DAWS BUTLER FURNISHING ONLY THE RECORDED "TALKING" VOICE OF "YOGI BEAR"--SUCH "VOICING" TO BE RECORDED IN THE LOS ANGELES METROPOLITAN AREA & TO BE USED ONLY IN CONJUNCTION WITH THE MAXIMUM 12 CONSECUTIVE MONTH TEST MARKETING OF A LIVE ROBOTIC ANIMATIC "YOGI BEAR" AS ENTERTAINMENT ON STAGES IN SHOWROOMS OF THE FAMILY RESTAURANT CHAINS OWNED BY SHOWBIZ PIZZA TIME, INC.I.E."SHOWBIZ PIZZA PLACE" OR "CHUCK E CHEESE" IN THE THREE CITIES: OMAHA, NEB., COLORADO SPRINGS, COLO., & AUGUSTA, GEORGIA.

IN NO EVENT CAN MORE THAN 14 CONSECUTIVE MONTHS HAVE ELAPSED FROM THE DATE OF THE FIRST RECORDING SESSION OF EACH TAPE.

ANY & ALL OTHER SERVICES THAT MAY BE REQUESTED OF DAWS BUTLER WILL REQUIRE SEPARATE NEGOTIATION & ADDITIONAL COMPENSATION.

$2,000. PER "YOGI BEAR" "TALKING" VOICE OR PER MAXIMUM 4 CONSECUTIVE HOURS SESSION IN THE LOS ANGELES METROPOLITAN AREA OR PER MAXIMUM 6 MINUTE AUDIO TAPE OR PER MAXIMUM 6 CONSECUTIVE MONTHS OR ANY FRACTION THEREOF TEST MARKET USE IN ONLY RESTAURANTS BEARING THE NAMES OF EITHER "SHOWBIZ PIZZA PLACE" OR "CHUCK E CHEESE"; WHICHEVER IS GREATER.

FOR EACH SUCH FEE THE MAXIMUM 6 CONSECUTIVE MONTHS USE OF EACH MAXIMUM 6 MINUTE TAPE MUST BEGIN NO LATER THAN 60 CALENDAR DAYS AFTER THE DATE OF THE FIRST RECORDING SESSION FOR THAT PARTICULAR TAPE.

WRITTEN NOTIFICATION TO DAWS BUTLER C/O MILES BOHM AUER, 8344 MELROSE AVE., STE 29, HOLLYWOOD, CA 90069, NO LATER THAN 90 CALENDAR DAYS PRIOR TO TERMINATION OF THE TEST MARKETING IN THE 3 CITIES AS TO WHAT DECISION IS MADE WITH RESPECT TO THE FURTHER USE OF DAWS BUTLER AS THE RECORDED "TALKING" VOICE OF "YOGI BEAR".

ALL PAYMENTS WILL BE MADE TO THE ORDER OF DAWS BUTLER C/O MILES BOHM AUER AS ABOVE & SENT WITHIN 12 "WORKING" DAYS AFTER BECOMING DUE. ALSO THE P & W WILL BE SENT TO THE AFTRA=HOLLYWOOD OFFICE WHEN DUE.

THAT SHOULD DO IT.

SINCERELY, Miles Bohm Auer

CC: SONYA LAMONICA AFTRA-HLYD
DAWS BUTLER

MILES BOHM AUER || **Artists' Manager**

8344 MELROSE AVENUE • SUITE 29 • HOLLYWOOD 90069 CALIFORNIA •

Office
(213) 653-8105 OR
(213) 823-2979
Home

APRIL 1,1987

MR. JOE CONTI
SHOWBIZ PIZZA TIME, INC.
4441 WEST AIRPORT FREEWAY
IRVING, TEXAS 75062

DEAR JOE:

INFORMATION FOR THE "REGULAR USE DEAL"

THE FOLLOWING ARE THE FEES & CONDITIONS FOR DAWS BUTLER FURNISHING ONLY THE RECORDED "TALKING" VOICE OF "YOGI BEAR"--SUCH "VOICING" TO BE RECORDED IN THE LOS ANGELES METROPOLITAN AREA & TO BE USED ONLY IN CONJUNCTION WITH A LIVE ROBOTIC ANIMATIC "YOGI BEAR" AS ENTERTAINMENT ON STAGES IN SHOWROOMS OF THE FAMILY RESTAURANT CHAINS OWNED BY SHOWBIZ PIZZA TIME, INC. I.E. "SHOWBIZ PIZZA PLACE" OR "CHUCK E CHEESE".

? Pizza Time Theatre

BASED ON LOCATION OF SUCH RESTAURANT FACILITIES THE FEES & CONDITIONS ARE DIVIDED INTO TWO CATEGORIES:

I UNLIMITED AS TO LOCATION & FREQUENCY OF USE IN ANY OF THE UNITS IN ANY OF THE 50 UNITED STATES:

A.$7,500. PER "YOGI BEAR" "TALKING" VOICE OR PER MAXIMUM 4 CONSECUTIVE HOURS SESSION IN THE LOS ANGELES METROPOLITAN AREA OR PER MAXIMUM 6 MINUTE AUDIO TAPE OR PER MAXIMUM 6 CONSECUTIVE MONTHS OR ANY FRACTION THEREOF USE IN ONLY RESTAURANTS BEARING THE NAMES OF EITHER "SHOWBIZ PIZZA PLACE" OR "CHUCK E CHEESE", WHICHEVER IS GREATER.

II UNLIMITED AS TO LOCATION & FREQUENCY OF USE IN ANY OF THE UNITS IN ANY OF THE 50 UNITED STATES; WITH ONE EXCEPTION & THAT OF ONLY PERMITTING THE CONCURRENT USE TO ONLY ONE OF THE THREE MAJOR CITIES OF NEW YORK, LOS ANGELES & CHICAGO, DURING A SPECIFIC 6 CONSECUTIVE MONTH PERIOD.

A. $5,000. PER "YOGI BEAR" "TALKING" VOICE OR PER MAXIMUM 4 CONSECUTIVE HOURS SESSION IN THE LOS ANGELES METROPOLITAN AREA OR PER MAXIMUM 6 MINUTE AUDIO TAPE OR PER MAXIMUM 6 CONSECUTIVE MONTHS OR ANY FRACTION THEREOF USE IN ONLY RESTAURANTS BEARING THE NAMES OF EITHER "SHOWBIZ PIZZA PLACE" OR "CHUCK E CHEESE", WHICHEVER IS GREATER.

FOR PURPOSES OF USE & PAYMENT, THE 6 MONTH USE PERIOD BEGINS NO LATER THAN 60 CALENDAR DAYS AFTER THE DATE OF THE FIRST RECORDING SESSION FOR THAT PARTICULAR TAPE.

ANY & ALL OTHER SERVICES THAT MAY BE REQUESTED OF DAWS BUTLER WILL REQUIRE SEPARATE NEGOTIATION & ADDITIONAL COMPENSATION.

MILES BOHM AUER || Artists' Manager

8344 MELROSE AVENUE • SUITE 29 • HOLLYWOOD 90069 CALIFORNIA • (213) 823-2979

THE INITIAL TERM OF ANY AGREEMENT SHALL BE FOR A 1 YEAR PERIOD FROM THE DATE OF THE FIRST RECORDING SESSION, WITH 4 OPTIONS OF ADDITIONAL 1 YEAR PERIODS EACH WITH A 10% INCREASE ON BOTH THE INITIAL FEES & THEN ON THE RESULTING FEE.

WRITTEN NOTIFICATION TO DAWS BUTLER C/O MILES BOHM AUER AT THE ABOVE ADDRESS NO LATER THAN 90 CALENDAR DAYS PRIOR TO TERMINATION OF EACH TERM SPECIFIED IN THE AGREEMENT WILL BE NECESSARY.

ALL PAYMENTS WILL BE MADE TO THE ORDER OF DAWS BUTLER C/O MILES BOHM AUER AS ABOVE & SENT WITHIN 12 "WORKING DAYS" AFTER ~~BECOMING DUE~~ each session date ALSO THE P & W WILL BE SENT TO THE AFTRA-HOLLYWOOD OFFICE WHEN _DUE.

THAT OUGHT TO COVER IT.

SINCERELY,

Miles Bohm Auer

CC: SONYA LAMONICA, AFTRA-HOLLYWOOD
DAWS BUTLER

cry Wolf MUSIC

April 14, 1987

Mr. Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

Dear Miles:

This letter will confirm the agreement (the "Agreement") between Mr. Daws Butler, represented by Mr. Miles Bohm Auer as his authorized agent at 8344 Melrose Avenue, Suite 29, Hollywood, California 90069 ("Butler"), and Cry Wolf Music, 3100 Cole Avenue, Suite 215, Dallas, Texas 75204 ("Wolf"), whereby Wolf shall produce an audio tape (the "Production") for ShowBiz Pizza Time, Inc. ("ShowBiz"), utilizing the voice of Butler as Yogi Bear in three segments, each approximately six to eight minutes in length.

The terms of the Agreement shall be as follows:

SOUND RESULTS IN MUSIC

1. Butler shall perform the speaking voice of Yogi Bear ("Butler's Voice Tracks") under the direction and supervision of Wolf, which shall be recorded at a studio in the Los Angeles metropolitan area.

2. Butler hereby licenses Wolf and ShowBiz to use and reproduce Butler's Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Yogi Bear as entertainment on stages in showrooms of the Family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Restaurants") for a test marketing period of twelve (12) consecutive months (the "Test Marketing Period"). The Test Marketing

Period shall commence on the earlier to occur of the following events: (1) first use by ShowBiz of the Production incorporating Butler's Voice Tracks in any of the Restaurants; or (2) sixty (60) days following the date of the first recording session involving Butler hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods ("Public Display Periods") of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

3. Payment for Butler's services and the license granted hereunder shall be the greater of:

(a) Two Thousand Dollars ($2,000.00) for each six-eight minute audio segment recorded by Butler hereunder; or

(b) Two Thousand Dollars ($2,000.00) for each four consecutive hours of studio time by Butler hereunder; or

(c) Two Thousand Dollars ($2,000.00) per segment for each Public Display Period that ShowBiz actually uses such segment(s) in the Restaurants.

4. Any and all other services that may be requested of Butler will require separate negotiation and ~~may require~~ additional compensation.

5. Written notification will be made to Butler no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Butler's Voice Tracks by ShowBiz.

6. All payments shall be made within twelve working days after ~~becoming due~~. the session date.

7. All correspondence and payments shall be sent to the following address:

Mr. Daws Butler
c/o Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

8. Cry Wolf Music hereby warrants that ShowBiz has in fact entered into an agreement with The Taft Merchandising Group, Inc. that authorizes the aforementioned display of Yogi Bear, and that the applicable license fee has been paid in advance.

If the above fairly sets forth our complete agreement, please sign and return one copy of this letter. The other copy may be retained for your records.

Very truly yours,

David Wolf

DW/lag

AGREED AND ACCEPTED BY:

_____
Miles Bohm Auer
Authorized Agent for Daws Butler

Date: _____

cry Wolf MUSIC

April 14, 1987

Mr. Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Holllywood, California 90069

Dear Miles:

This letter will confirm the agreement (the "Agreement") between Mr. Daws Butler, represented by Mr. Miles Bohm Auer as his authorized agent at 8344 Melrose Avenue, Suite 29, Hollywood, California 90069 ("Butler"), and Cry Wolf Music, 3100 Cole Avenue, Suite 215, Dallas, Texas 75204 ("Wolf"), whereby Wolf shall produce an audio tape (the "Production") for ShowBiz Pizza Time, Inc. ("ShowBiz"), utilizing the voice of Butler as Yogi Bear in three segments, each approximately six to eight minutes in length.

The terms of the Agreement shall be as follows:

1. Butler shall perform the voice of Yogi Bear ("Butler's Voice Tracks") under the direction and supervision of Wolf, which shall be recorded at a studio in the Los Angeles metropolitan area.

2. Butler hereby licenses Wolf and ShowBiz to use and reproduce Butler's Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Yogi Bear as entertainment on stages in showrooms of the Family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Restaurants") for a test marketing period of twelve (12) consecutive months (the "Test Marketing Period"). The Test Marketing

Period shall commence ~~on the earlier to occur of the following events: (1) first use by ShowBiz of the Production incorporating Butler's Voice Tracks in any of the Restaurants; or (2)~~ sixty (60) days following the date of the first recording session involving Butler hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods ~~("Public Display Periods")~~ of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

3. Payment for Butler's services and the license granted hereunder shall be the greater of:

(a) Two Thousand Dollars ($2,000.00) for each six ~~eight~~ minute audio segment recorded by Butler hereunder; or

(b) Two Thousand Dollars ($2,000.00) for each four consecutive hours of studio time by Butler hereunder; or

(c) Two Thousand Dollars ($2,000.00) per segment for each ~~Public Display Period~~ that ShowBiz actually uses such segment(s) in the Restaurants.

4. Any and all other services that may be requested of Butler will require separate negotiation and may require additional compensation.

5. Written notification will be made to Butler no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Butler's Voice Tracks by ShowBiz.

6. All payments shall be made within twelve working days after ~~becoming due.~~ the session date.

7. All correspondence and payments shall be sent to the following address:

Mr. Daws Butler
c/o Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

July 10, 1987

Mr. Miles Bohm Auer

8344 Melrose Avenue

Suite 29

Hollywood, California 90069

RE: Talking Voice of Yogi Bear Production Agreement

Test Marketing Period and Regular Use Period

Dear Mr. Bohm Auer:

This letter will confirm the agreement (the "Agreement") between Mr. Daws Butler, represented by Mr. Miles Bohm Auer as his authorized agent at 8344 Melrose Avenue, Suite 29, Hollywood, California 90069 ("Butler"), and ShowBiz Pizza Time, Inc., 4441 W. Airport Freeway, Irving, Texas 75062, whereby Butler shall produce an audio tape (the "Production") for ShowBiz, utilizing the talking voice of Butler as Yogi Bear for a Test Marketing Period and, if applicable, a Regular Use Period.

1. Test Marketing Period: The terms and conditions of the Test Marketing Period shall be as follows:

a. Butler shall perform the speaking voice of Yogi Bear ("Butler's Voice Tracks") in three segments, each approximately six minutes in length, under the direction and supervision of ShowBiz, which shall be recorded at a studio in the Los Angeles metropolitan area.

b. Butler hereby licenses ShowBiz to use and reproduce Butler's Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Yogi Bear as entertainment on stages in showrooms of the family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Test Restaurants") for a Test Marketing Period of twelve (12) consecutive months. The Test Marketing Period shall commence ~~on the earlier to occur of the following events: (1) first use by ShowBiz of the Production incorporating~~ Butler's Voice Tracks ~~in any of the Restaurants; or (2)~~ sixty (60) days following the date of the first recording session involving Butler hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

c. Payment for Butler's services and the license granted hereunder shall be the greater of:

(i) Two Thousand Dollars ($2,000.00) for each six minute audio segment recorded by Butler hereunder; or

(ii) Two Thousand Dollars ($2,000.00) for each eight minute audio segment recorded by Butler hereunder; or

(iii) Two Thousand Dollars ($2,000.00) for each four consecutive hours of studio time by Butler hereunder; or

(iv) Two Thousand Dollars ($2,000.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

d. Written notification will be made to Butler no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Butler's Voice Tracks by ShowBiz.

2. Regular Use Period: Should ShowBiz determine, in its sole discretion, that the Test Marketing Period was a success, and has given the required notice to

Butler of such determination, then the parties shall proceed with the Regular Use Period.

The terms and conditions of the Regular Use Period shall be as follows:

a. The term of the Regular Use Period shall commence no later than sixty (60) calendar days after the first recording session of a particular tape and end one (1) year thereafter, provided, that said term may be extended by ShowBiz for four (4) separate additional terms of one (1) year each upon the same terms and conditions herein set forth, conditioned on ShowBiz giving written notice to Butler, no later than ninety (90) days prior to the termination of each term set forth herein, of its intention to extend the term.

b. The talking voice of Butler as Yogi Bear may be used with unlimited frequency by ShowBiz as entertainment on stages in showrooms of the family restaurant chains owned, operated or licensed by ShowBiz, i.e. "ShowBiz Pizza Place", "Pizza Time Theatres" and "Chuck E. Cheese", ("ShowBiz Restaurants") located in any or all of the fifty (50) United States.

c. Payment for the services of Butler and for the license granted hereunder shall be the greater of:

(i) Seven Thousand Five Hundred Dollars ($7,500.00) for each six minute audio segment recorded by Butler hereunder; or

(ii) Seven Thousand Five Hundred Dollars ($7,500.00) for each eight minute audio segment recorded by Butler hereunder; or

(iii) Seven Thousand Five Hundred Dollars ($7,500.00) for each four consecutive hours of studio time by Butler hereunder; or

(iv) Seven Thousand Five Hundred Dollars ($7,500.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

(v) Each year, during the original term and the extensions hereof, the minimum segments to be produced by Butler and the maximum payment therefor as applied to (i), (ii), (iii) and (iv) above shall be as follows:

1st year	6 segments @ $ 7,500.00 each
2nd year	8 segments @ $ 8,250.00 each
3rd year	10 segments @ $ 9,075.00 each
4th year	12 segments @ $ 9,983.00 each
5th year	14 segments @ $10,981.00 each

3. Miscellaneous: The following shall be applicable during both the Test Marketing Period and the Regular Use Period, to-wit:

a. For purposes of use and the payment therefor, the six (6) month use period shall begin no later than sixty (60) calendar days after the date of the first recording session for a particular tape.

b. All payments shall be made within twelve (12) working days after each recording session date.

c. All correspondence, notices and payments to Butler shall be sent to the following address:

Mr. Daws Butler
c/o Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

All correspondence and ~~voices~~ notices to ShowBiz shall be sent to the following address:

ShowBiz Pizza Time, Inc.
4441 West Airport Freeway
Irving, Texas 75062

d. ShowBiz hereby warrants that it has entered into an agreement with the Taft Merchandising Group, Inc. that authorizes the aforementioned display of Yogi Bear, and that the applicable license fee has been paid in advance.

e. ShowBiz will cause the AFTRA - Hollywood office to give Butler notice before each show produced, that a responsible party representing ShowBiz has executed the AFTRA NON-BROADCAST/INDUSTRIAL RECORDED MATERIAL CODE.

f. After the termination of this Agreement and all extensions thereof, should ShowBiz desire to have additional audio tapes produced utilizing the talking voice of Yogi Bear, ShowBiz hereby grants to Butler a first right of refusal to undertake such production, so long as Butler is the active talking voice of Yogi Bear in productions for Hanna-Barbera Productions, Inc., the owner of Yogi Bear.

If the above fairly sets forth our complete agreement, please sign and return one copy of this letter. The other copy may be retained for your records.

Very truly yours,

SHOWBIZ PIZZA TIME, INC.

By: _____

AGREED AND ACCEPTED BY:

_____
Miles Bohm Auer
Authorized Agent for Daws Butler

Date:

SHOWBIZ PIZZA TIME, INC.

ShowBiz Pizza Place® • Chuck E. Cheese®

4441 West Airport Freeway, Irving, TX 75062

214/258-8507

July 10, 1987

Mr. Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

RE: Talking Voice of Yogi Bear Production Agreement
Test Marketing Period and Regular Use Period

Dear Mr. Bohm Auer:

This letter will confirm the agreement (the "Agreement") between Mr. Daws Butler, represented by Mr. Miles Bohm Auer as his authorized agent at 8344 Melrose Avenue, Suite 29, Hollywood, California 90069 ("Butler"), and ShowBiz Pizza Time, Inc. ("ShowBiz"), 4441 W. Airport Freeway, Irving, Texas 75062, whereby Butler shall produce an audio tape (the "Production") for ShowBiz, utilizing the talking voice of Butler as Yogi Bear for a Test Marketing Period and, if applicable, a Regular Use Period.

1. Test Marketing Period: The terms and conditions of the Test Marketing Period shall be as follows:

a. Butler shall perform the speaking voice of Yogi Bear ("Butler's Voice Tracks") in three segments, each approximately six minutes in length, under the direction and supervision of ShowBiz, which shall be recorded at a studio in the Los Angeles metropolitan area.

b. Butler hereby licenses ShowBiz to use and reproduce Butler's Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Yogi Bear as entertainment on stages in showrooms of the family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Test Restaurants") for a Test Marketing Period of twelve (12) consecutive months. The Test Marketing Period shall commence sixty (60) days following the date of the first recording session involving Butler hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

c. Payment for Butler's services and the license granted hereunder shall be the greater of:

(i) Two Thousand Dollars ($2,000.00) for each six minute audio segment recorded by Butler hereunder; or

(ii) Two Thousand Dollars ($2,000.00) for each eight minute audio segment recorded by Butler hereunder; or

(iii) Two Thousand Dollars ($2,000.00) for each four consecutive hours of studio time by Butler hereunder; or

(iv) Two Thousand Dollars ($2,000.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

d. Written notification will be made to Butler no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Butler's Voice Tracks by ShowBiz.

2. Regular Use Period: Should ShowBiz determine, in its sole discretion, that the Test Marketing Period was a success, and has given the required notice to Butler of such determination, then the parties shall proceed with the Regular Use Period. The terms and conditions of the Regular Use Period shall be as follows:

a. The term of the Regular Use Period shall commence no later than sixty (60) calendar days after the first recording session of a particular tape and end one (1) year thereafter, provided, that said term may be extended by ShowBiz for four (4) separate additional terms of one (1) year each upon the same terms and conditions herein set forth, conditioned on ShowBiz giving written notice to Butler, no later than ninety (90) days prior to the termination of each term set forth herein, of its intention to extend the term.

b. The talking voice of Butler as Yogi Bear may be used with unlimited frequency by ShowBiz as entertainment on stages in showrooms of the family restaurant chains owned, operated or licensed by ShowBiz, i.e. "ShowBiz Pizza Place", "Pizza Time Theatres" and "Chuck E. Cheese", ("ShowBiz Restaurants") located in any or all of the fifty (50) United States.

c. Payment for the services of Butler and for the license granted hereunder shall be the greater of:

(i) Seven Thousand Five Hundred Dollars ($7,500.00) for each six minute audio segment recorded by Butler hereunder; or

(ii) Seven Thousand Five Hundred Dollars ($7,500.00) for each eight minute audio segment recorded by Butler hereunder; or

(iii) Seven Thousand Five Hundred Dollars ($7,500.00) for each four consecutive hours of studio time by Butler hereunder; or

(iv) Seven Thousand Five Hundred Dollars ($7,500.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the ShowBiz Restaurants.

(v) Each year, during the original term and the extensions hereof, the minimum segments to be produced by Butler and the maximum payment therefor as applied to (i), (ii), (iii) and (iv) above shall be as follows:

1st year	6 segments @ $7,500.00 each
2nd year	8 segments @ $8,250.00 each
3rd year	10 segments @ $9,075.00 each
4th year	12 segments @ $9,983.00 each
5th year	14 segments @ $10,981.00

3. Miscellaneous: The following shall be applicable during both the Test Marketing Period and the Regular Use Period, to-wit:

a. For purposes of use and the payment therefor, the six (6) month use period shall begin no later than sixty (60) calendar days after the date of the first recording session for a particular tape.

b. All payments shall be made within twelve (12) working days after each recording session date.

c. All correspondence, notices and payments to Butler shall be sent to the following address:

Mr. Daws Butler
c/o Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

All correspondence and notices to ShowBiz shall be sent to the following address:

ShowBiz Pizza Time, Inc.
4441 West Airport Freeway
Irving, Texas 75062

d. ShowBiz hereby warrants that it has entered into an agreement with the Taft Merchandising Group, Inc. that authorizes the aforementioned display of Yogi Bear, and that the applicable license fee has been paid in advance.

e. ShowBiz will cause the AFTRA - Hollywood office to give Butler notice before each show produced, that a responsible party representing ShowBiz has executed the AFTRA NON-BROADCAST/INDUSTRIAL RECORDED MATERIAL CODE.

f. After the termination of this Agreement and all extensions thereof, should ShowBiz desire to have additional audio tapes produced utilizing the talking voice of Yogi Bear, ShowBiz hereby grants to Butler a first right of refusal to undertake such production, to continue so long as Butler remains as the active talking voice of Yogi Bear in productions for Hanna-Barbera Productions, Inc., the owner of Yogi Bear.

If the above fairly sets forth our complete agreement, please sign and return one copy of this letter. The other copy may be retained for your records.

Very truly yours,

SHOWBIZ PIZZA TIME, INC.

By: _____

AGREED AND ACCEPTED BY:

_____

Miles Bohm Auer
Authorized Agent for Daws Butler

Date: _____

SHOWBIZ PIZZA TIME, INC.

ShowBiz Pizza Place® • Chuck E. Cheese®

4441 West Airport Freeway, Irving, TX 75062

214/258-8507

July 10, 1987

Charles H. Stern Agency
9220 Sunset Blvd. #210
LA 90069

Mr. Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

BooBoo

RE: Talking Voice of ~~Yogi Bear~~ Production Agreement
Test Marketing Period ~~and Regular Use Period~~

Charles H. Stern

~~Dear Mr. Bohm Auer:~~

Dear Messick

This letter will confirm the agreement (the "Agreement") between Mr. ~~Dawe Butler~~, represented by ~~Mr. Miles Bohm Auer~~ as his authorized agent at 8344 Melrose Avenue, Suite 29, Hollywood, California 90069 ("~~Butler~~"), and ShowBiz Pizza Time, Inc. ("ShowBiz"), 4441 W. Airport Freeway, Irving, Texas 75062, whereby Butler shall produce an audio tape (the "Production") for ShowBiz, utilizing the talking voice of ~~Butler~~ as ~~Yogi Bear~~ Cartoo for a Test Marketing Period ~~and, if applicable, a Regular Use Period.~~

1. Test Marketing Period: The terms and conditions of the Test Marketing Period shall be as follows:

a. Messick ~~Butler~~ shall perform the speaking voice of Yogi Bear (~~"Butler's Voice~~ Messick's Tracks") in three segments, each approximately six minutes in length, under the direction and supervision of ShowBiz, which shall be recorded at a studio in the Los Angeles metropolitan area.

b. Messick ~~Butler~~ hereby licenses ShowBiz to use and reproduce ~~Butler's~~ Messick Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Yogi Bear as entertainment on stages in showrooms of the family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Test Restaurants") for a Test Marketing Period of twelve (12) consecutive months. The Test Marketing Period shall commence sixty (60) days following the date of the first recording session involving ~~Butler~~ Messick hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

c. Payment for ~~Butler's~~ Messicks services and the license granted hereunder shall be the greater of:

(i) ~~Two Thousand Dollars ($2,000.00) for each six minute~~ eight audio segment recorded by Butler hereunder; or

(ii) Two Thousand Dollars (~~$2,000.00~~) for each eight minute audio segment recorded by ~~Butler~~ hereunder; or

(iii) ~~Two Thousand Dollars ($2,000.00) for each four consecutive hours of studio time by Butler hereunder; or~~

(iv) Two Thousand Dollars (~~$2,000.00~~) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

d. Written notification will be made to ~~Butler~~ no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of ~~Butler's~~ Voice Tracks by ShowBiz.

2. Regular Use Period: Should ShowBiz determine, in its sole discretion, that the Test Marketing Period was a success, and has given the required notice to ~~Butler~~ of such determination, then the parties shall proceed with the Regular Use Period. The terms and conditions of the Regular Use Period shall be as follows:

a. The term of the Regular Use Period shall commence no later than sixty (60) calendar days after the first recording session of a particular tape and end one (1) year thereafter, provided, that said term may be extended by ShowBiz for four (4) separate additional terms of one (1) year each upon the same terms and conditions herein set forth, conditioned on ShowBiz giving written notice to ~~Butler~~, no later than ninety (90) days prior to the termination of each term set forth herein, of its intention to extend the term.

b. The talking voice of ~~Butler~~ as ~~Yogi Bear~~ may be used with unlimited frequency by ShowBiz as entertainment on stages in showrooms of the family restaurant chains owned, operated or licensed by ShowBiz, i.e. "ShowBiz Pizza Place", "Pizza Time Theatres" and "Chuck E. Cheese", ("ShowBiz Restaurants") located in any or all of the fifty (50) United States.

c. Payment for the services of ~~Butler~~ and for the license granted hereunder shall be the greater of:

(i) Seven Thousand Five Hundred Dollars ($7,500.00) for each six minute audio segment recorded by ~~Butler~~ hereunder; or

(ii) Seven Thousand Five Hundred Dollars ($7,500.00) for each eight minute audio segment recorded by ~~Butler~~ hereunder; or

(iii) Seven Thousand Five Hundred Dollars ($7,500.00) for each four consecutive hours of studio time by ~~Butler~~ hereunder; or

(iv) Seven Thousand Five Hundred Dollars ($7,500.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the ShowBiz Restaurants.

(v) Each year, during the original term and the extensions hereof, the minimum segments to be produced by ~~Butler~~ Musick and the maximum payment therefor as applied to (i), (ii), (iii) and (iv) above shall be as follows:

1st year	6	segments @ $7,500.00 each
2nd year	8	segments @ $8,250.00 each
3rd year	10	segments @ $9,075.00 each
4th year	12	segments @ $9,983.00 each
5th year	14	segments @ $10,981.00

3. Miscellaneous: The following shall be applicable during both the Test Marketing Period and the Regular Use Period, to-wit:

a. For purposes of use and the payment therefor, the six (6) month use period shall begin no later than sixty (60) calendar days after the date of the first recording session for a particular tape.

b. All payments shall be made within twelve (12) working days after each recording session date.

c. All correspondence, notices and payments to ~~Butler~~ Musick shall be sent to the following address:

~~Mr. Daws Butler~~
~~c/o Miles Bohm Auer~~
~~8344 Melrose Avenue~~
~~Suite 29~~
~~Hollywood, California 90069~~

Charles H. Stern Agency
9220 Sunset Blvd #218
LA, 90069

All correspondence and notices to ShowBiz shall be sent to the following address:

ShowBiz Pizza Time, Inc.
4441 West Airport Freeway
Irving, Texas 75062

d. ShowBiz hereby warrants that it has entered into an agreement with the Taft Merchandising Group, Inc. that authorizes the aforementioned display of Yogi Bear, and that the applicable license fee has been paid in advance.

e. ~~ShowBiz will cause the AFTRA - Hollywood office to give~~ Butler notice before each show produced, ~~that a responsible party~~ representing ShowBiz has executed the AFTRA NON-BROADCAST/INDUSTRIAL ~~RECORDED~~ MATERIAL CODE.

INSERT 3

All

3:30
AFTER

SHOWBIZ PIZZA TIME, INC.

ShowBiz Pizza Place® • Chuck E. Cheese®

4441 West Airport Freeway, Irving, TX 75062

214/258-8507

July 14, 1987

Mr. Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

RE: Talking Voice of Yogi Bear Production Agreement
Test Marketing Period and Regular Use Period

Dear Mr. Auer:

This letter will confirm the agreement (the "Agreement") between Mr. Daws Butler, represented by Mr. Miles Bohm Auer as his authorized agent at 8344 Melrose Avenue, Suite 29, Hollywood, California 90069 ("Butler"), and ShowBiz Pizza Time, Inc. ("ShowBiz"), 4441 W. Airport Freeway, Irving, Texas 75062, whereby Butler shall perform on an audio tape (the "Production") for ShowBiz, utilizing the talking voice of Butler as Yogi Bear for a Test Marketing Period and, if applicable, a Regular Use Period.

1. Test Marketing Period: The terms and conditions of the Test Marketing Period shall be as follows:

a. Butler shall perform the talking voice of Yogi Bear ("Butler's Voice Tracks") in three segments, each maximum eight minutes in length, under the direction and supervision of ShowBiz, which shall be recorded at a studio in the Los Angeles metropolitan area.

b. Butler hereby licenses ShowBiz to use and reproduce Butler's Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Yogi Bear as entertainment on stages in showrooms of the family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Test Restaurants") for a Test Marketing Period of twelve (12) consecutive months. The Test Marketing Period shall commence within sixty (60) days following the date of the first recording session involving Butler hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

c. Payment for Butler's services and the license granted hereunder shall be the greater of:

(i) Two Thousand Dollars ($2,000.00) for each maximum eight minute audio segment recorded by Butler hereunder; or

(ii) Two Thousand Dollars ($2,000.00) for each maximum four consecutive hours of studio time by Butler hereunder; or

(iii) Two Thousand Dollars ($2,000.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

d. Written notification will be made to Butler no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Butler's Voice Tracks by ShowBiz.

2. Regular Use Period: Should ShowBiz determine, in its sole discretion, that the Test Marketing Period was a success, and has given the required notice to Butler of such determination, then the parties shall proceed with the Regular Use Period. The terms and conditions of the Regular Use Period shall be as follows:

a. The term of the Regular Use Period shall commence no later than sixty (60) calendar days after the first recording session of a particular tape and end one (1) year thereafter, provided, that said term may be extended by ShowBiz for four (4) separate additional terms of one (1) year each upon the same terms and conditions herein set forth, conditioned on ShowBiz giving written notice to Butler, no later than ninety (90) days prior to the termination of each term set forth herein, of its intention to extend the term.

b. The talking voice of Butler as Yogi Bear may be used with unlimited frequency by ShowBiz as entertainment on stages in showrooms of the family restaurant chains owned, operated or licensed by ShowBiz, i.e. "ShowBiz Pizza Place", "Pizza Time Theatres" and "Chuck E. Cheese", ("ShowBiz Restaurants") located in any or all of the fifty (50) United States.

c. Payment for the services of Butler and for the license granted hereunder shall be the greater of:

(i) Seven Thousand Five Hundred Dollars ($7,500.00) for each maximum eight minute audio segment recorded by Butler hereunder; or

(ii) Seven Thousand Five Hundred Dollars ($7,500.00) for each maximum four consecutive hours of studio time by Butler hereunder; or

(iii) Seven Thousand Five Hundred Dollars ($7,500.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the ShowBiz Restaurants.

(iv) Each year, during the original term and the extensions hereof, the minimum segments to be produced by Butler and the maximum payment therefor as applied to (i), (ii) and (iii) above shall be as follows:

1st year	6 segments @	$ 7,500.00 each
2nd year	8 segments @	$ 8,250.00 each
3rd year	10 segments @	$ 9,075.00 each
4th year	12 segments @	$ 9,983.00 each
5th year	14 segments @	$10,981.00 each

3. Miscellaneous: The following shall be applicable during both the Test Marketing Period and the Regular Use Period, to-wit:

a. For purposes of use and the payment therefor, the six (6) month use period shall begin no later than sixty (60) calendar days after the date of the first recording session for a particular tape.

b. All payments shall be made within twelve (12) working days after each recording session date.

c. All correspondence, notices and payments to Butler shall be sent to the following address:

Mr. Daws Butler
c/o Miles Bohm Auer
8344 Melrose Avenue
Suite 29
Hollywood, California 90069

All correspondence and notices to ShowBiz shall be sent to the following address:

ShowBiz Pizza Time, Inc.
4441 West Airport Freeway
Irving, Texas 75062

d. ShowBiz hereby warrants that it has entered into an agreement with the Taft Merchandising Group, Inc. that authorizes the aforementioned display of Yogi Bear, and that the applicable license fee has been paid in advance.

e. All shows produced will have ShowBiz, or a responsible party representing ShowBiz, as the signatory to the AFTRA NON-BROADCAST/INDUSTRIAL RECORDED MATERIAL CODE.

f. After the Test Marketing Period, should ShowBiz desire to have additional audio tapes produced utilizing the talking voice of Yogi Bear, ShowBiz hereby grants to Butler a first right of refusal to undertake such production, to continue so long as Butler remains as the active talking voice of Yogi Bear in productions for Hanna-Barbera Productions, Inc., the owner of Yogi Bear.

g. Any and all future productions utilizing the services of Butler will be negotiated separate and apart from this agreement.

h. ShowBiz will give Butler a minimum of ten (10) calendar days prior notice to any anticipated session recording date.

If the above fairly sets forth our complete agreement, please sign and return one copy of this letter. The other copy may be retained for your records.

Very truly yours,

SHOWBIZ PIZZA TIME, INC.

By: _____

Agreed and accepted this _____ day of _____, 1987

BY: _____
Daws Butler

BY: _____
Miles Bohm Auer, Authorized
Agent for Daws Butler

SHOWBIZ PIZZA TIME, INC.

ShowBiz Pizza Place® • Chuck E. Cheese®

4441 West Airport Freeway, Irving, TX 75062

214/258-8507

July 30, 1987

Mr. Charles H. Stern
CHARLES H. STERN AGENCY
9220 Sunset Blvd. #218
Los Angeles, CA 90069

RE: Talking Voice of Boo Boo Production Agreement
Test Marketing Period

Dear Mr. Charles H. Stern:

This letter will confirm the agreement (the "Agreement") between Mr. Don Messick, represented by Charles H. Stern Agency as his authorized agent at 9220 Sunset Blvd. #218, Los Angeles, California 90069, ("Messick"), and ShowBiz Pizza Time, Inc. ("ShowBiz"), 4441 W. Airport Freeway, Irving, Texas 75062, whereby Messick shall produce an audio tape (the "Production") for ShowBiz, utilizing the talking voice of Messick as Boo Boo for a Test Marketing Period.

1. Test Marketing Period: The terms and conditions of the Test Marketing Period shall be as follows:

a. Messick shall perform the speaking voice of Yogi Bear ("Messick's Voice Tracks") in three segments, each approximately eight minutes in length, under the direction and supervision of ShowBiz, which shall be recorded at a studio in the Los Angeles metropolitan area.

b. Messick hereby licenses ShowBiz to use and reproduce Messick Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Yogi Bear as entertainment on stages in showrooms of the family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Test Restaurants") for a Test Marketing Period of twelve (12) consecutive months. The Test Marketing Period shall commence sixty (60) days following the date of the first recording session involving Messick hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

CONT.

c. Payment for Messick's services and the license granted hereunder shall be the greater of:

(i) Eight Hundred and Fifty Dollars ($850.00) for each eight minute audio segment recorded by Messick hereunder; or

(ii) Eight Hundred and Fifty Dollars ($850.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

d. Written notification will be made to Messick no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Messick's Voice Tracks by ShowBiz.

2. Miscellaneous: The following shall be applicable during both the Test Marketing Period ~~and the Regular Use Period, to wit:~~

a. ShowBiz will be Signatory to the Aftra Non-Broadcast Industrial Material Code.

b. For purposes of use and the payment therefor, the six (6) month use period shall begin no later than sixty (60) calendar days after the date of the first recording session for a particular tape.

c. All payments shall be made within twelve (12) working days after each recording session date.

d. All correspondence, notices and payments to Messick shall be sent to the following address:

Charles H. Stern Agency
9220 Sunset Blvd. #218
Los Angeles, CA 90069

All correspondence and notices to ShowBiz shall be sent to the following address:

ShowBiz Pizza Time, Inc.
4441 W. Airport Frwy.
Irving, TX 75062

e. ShowBiz hereby warrants that it has entered into an agreement with the Taft Merchandising Group, Inc. that authorizes the aforementioned display of Yogi Bear, and that the applicable license fee has been paid in advance.

SHOWBIZ PIZZA TIME, INC.

ShowBiz Pizza Place® • Chuck E. Cheese®

4441 West Airport Freeway, Irving, TX 75062

214/258-8507

July 30, 1987

Mr. Charles H. Stern
CHARLES H. STERN AGENCY
9220 Sunset Blvd. #218
Los Angeles, CA 90069

RE: Talking Voice of Boo Boo Produ
Test Marketing Period

4 copies of Contracts
- Butler
- Auer
- Union - Hollywood
- ShowBiz

Dear Mr. Charles H. Stern:

This letter will confirm the a
"Agreement") between Mr. Don Messic
H. Stern Agency as his authorized a
#218, Los Angeles, California 9006
ShowBiz Pizza Time, Inc. ("ShowBiz"
Freeway, Irving, Texas 75062, wher
an audio tape (the "Production") fo
talking voice of Messick as Boo Boo for a Test Marketing Period.

1. Test Marketing Period: The terms and conditions of the Test Marketing Period shall be as follows:

a. Messick shall perform the speaking voice of Boo Boo ("Messick's Voice Tracks") in three segments, each approximately eight minutes in length, under the direction and supervision of ShowBiz, which shall be recorded at a studio in the Los Angeles metropolitan area.

b. Messick hereby licenses ShowBiz to use and reproduce Messick.Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Boo Boo as entertainment on stages in showrooms of the family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Test Restaurants") for a Test Marketing Period of twelve (12) consecutive months. The Test Marketing Period shall commence within sixty (60) days following the date of the first recording session involving Messick hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

CONT.

c. Payment for Messick's services and the license granted hereunder shall be the greater of:

(i) Eight Hundred and Fifty Dollars ($850.00) for each eight minute audio segment recorded by Messick hereunder; or

(ii) Eight Hundred and Fifty Dollars ($850.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

d. Written notification will be made to Messick no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Messick's Voice Tracks by ShowBiz.

2. Miscellaneous: The following shall be applicable during the Test Marketing Period:

a. ShowBiz will be Signatory to the Aftra Non-Broadcast Industrial Material Code.

b. For purposes of use and the payment therefor, the six (6) month use period shall begin no later than sixty (60) calendar days after the date of the first recording session for a particular tape.

c. All payments shall be made within twelve (12) working days after each recording session date.

d. All correspondence, notices and payments to Messick shall be sent to the following address:

Charles H. Stern Agency
9220 Sunset Blvd. #218
Los Angeles, CA 90069

All correspondence and notices to ShowBiz shall be sent to the following address:

ShowBiz Pizza Time, Inc.
4441 W. Airport Frwy.
Irving, TX 75062

e. ShowBiz hereby warrants that it has entered into an agreement with the Taft Merchandising Group, Inc. that authorizes the aforementioned display of Boo Boo, and that the applicable license fee has been paid in advance.

f. Terms for use of Messicks Boo Boo voice tracks in other stores will be seperately negotiated.

If the above fairly sets forth our complete agreement, please sign and return one copy of this letter. The other copy may be retained for your records.

Very truly yours,

SHOWBIZ PIZZA TIME, INC.

By: _____

AGREED AND ACCEPTED BY:

By: _____

Date: _____

_____
Don Messick

Date: _____

_____
Charles H. Stern
Authorized Agent for Don Messick

Date: _____

YOGI BEAR SHOW
MEMOS, CONTRACT NEGOTIATIONS, & MISC

Date of Origin: 1987
Archived: 1-17-13
Submission by VegaNova / P. Linden
Version 1.0

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